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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 KAREN KNIGHTON,

12 Plaintiff,

13 vs.

14 THE PRUDENTIAL INSURANCE  
15 COMPANY OF AMERICA; BRYAN  
16 CAVE LLP LONG TERM DISABILITY  
17 PLAN,

Defendants.

Case No. 8:16-cv-00134-JLS (JCGx)

**ORDER GRANTING  
STIPULATED PROTECTIVE  
ORDER AND  
CONFIDENTIALITY  
AGREEMENT**

18 Plaintiff has requested production of certain documents from Prudential.  
19 Prudential anticipates producing certain confidential documents or information in  
20 response to Plaintiff's request. As evidenced by the signatures of their respective  
21 counsel below, Karen Knighton ("Plaintiff"), and The Prudential Insurance Company  
22 of America ("Prudential"), collectively "the Parties" herein, hereby stipulate to the  
23 terms of this Stipulated Protective Order And Confidentiality Agreement (the  
24 "Order") to provide for the protection of documents and information which contains  
25 confidential and/or proprietary information of that Party and/or any of her/its agents,  
26 employees, partners, parent or subsidiary entities, or other related entities, or of  
27 customers or other third parties with whom that Party does business (the "Protected  
28 Persons"). The Parties stipulate to this Order in order to provide for the discovery of

1 certain alleged Confidential Information of the Protected Persons, as defined below,  
2 and to provide for the use of such Information solely in connection with Plaintiff's  
3 claim for disability benefits under the terms of the Bryan Cave LLP Long Term  
4 Disability Plan (the "Plan"), including Group Contract No. G-45061-MO.  
5 Therefore, it is hereby stipulated and agreed as follows:

6 1. "Confidential Information" shall mean and include trade secrets,  
7 confidential, proprietary, and/or financial information of the Protected Persons, the  
8 disclosure of which may cause competitive harm to the producing Party. With  
9 respect to documents which Prudential contends contains Confidential Information,  
10 such documents must be specifically designated as "Confidential" at the time such  
11 documents are produced or within ten (10) days thereafter in order to be treated as  
12 "Confidential Information." In particular, each document containing Confidential  
13 Information must either be plainly stamped with the term "Confidential" or be  
14 designated as "Confidential" in a writing sent within ten (10) days of production in  
15 order to be protected under the terms of this Agreement. Documents may be  
16 designated as Confidential more than ten (10) days after production if the producing  
17 party can demonstrate that the document was produced inadvertently. For testimony  
18 given in depositions, if any, the designating party shall identify on the record, before  
19 the close of the deposition, all protected testimony. When it is impractical to identify  
20 separately each portion of testimony that is entitled to protection, and when it  
21 appears that substantial portions of the testimony may qualify for protection, the  
22 designating party may invoke on the record (before the deposition is concluded) a  
23 right to have up to 20 days after receipt of transcripts from the court reporter to  
24 identify the specific portions of the testimony as to which protection is sought. Only  
25 those portions of the testimony that are appropriately designated for protection within  
26 the 20 days shall be covered by the provisions of this Stipulated Protective Order.

27 2. Confidential Information shall be used solely in connection with  
28 Plaintiff's claim for benefits from the Plan she has made in the captioned litigation,

1 and shall not be used or disclosed for any other purpose unless authorized by  
2 Prudential, or by order of the Court. Confidential Information shall be treated as  
3 confidential by the receiving Party, and her/its attorneys and other representatives,  
4 and will not be disclosed to anyone except as provided herein. Confidential  
5 Information produced may be disclosed only to the receiving Party, her/its attorneys,  
6 and supporting personnel employed by such attorneys.

7       3. If a document containing Confidential Information is filed with the  
8 Court in the captioned litigation, it will be filed under seal, but otherwise may be  
9 disclosed only to the receiving Party, her/its attorneys and supporting personnel  
10 employed by such attorneys. A party seeking to file Confidential Information under  
11 seal must comply with Local Rule 79-5. Confidential Information may only be filed  
12 under seal pursuant to a Court order authorizing the sealing of the specific  
13 Confidential Information at issue. If the Court does not allow the Confidential  
14 Information to be filed under seal, the Party seeking to file the document will redact  
15 it of Confidential Information, if possible, or otherwise will not file the document  
16 with the Court.

17       4. All copies of Confidential Information authorized to be reproduced  
18 under this Agreement will be treated as though they were originals and the  
19 confidentiality of each copy will be maintained in accordance with the terms and  
20 conditions hereof. Copies of all documents and other tangible things containing  
21 Confidential Information derived from Confidential Information shall also be treated  
22 as Confidential Information.

23       5. Any Party or Non-Party may challenge a designation of confidentiality  
24 at any time that is consistent with the Court's Scheduling Order. The Challenging  
25 Party shall initiate the dispute resolution process under Local Rule 37.1, *et seq.* The  
26 burden of persuasion in any such challenge proceeding shall be on the party who  
27 designated the documents or information at issue as Confidential. Frivolous  
28 challenges, and those made for an improper purpose (*e.g.*, to harass or impose

unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. Unless the designating party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the designation until the Court rules on the challenge.

6. Within thirty (30) days of the termination of this litigation, including any appeals, all originals and reproductions of any documents designated as Confidential Information under the Agreement by the Protected Persons shall be returned to the Protected Persons or destroyed in a manner designed to preserve confidentiality. If a Party elects to destroy any such documents or materials that are designated as Confidential Information, the Party shall send a written acknowledgment to the producing Party to notify the producing Party of the destruction.

7. In the event a Party inadvertently produces a document protected by the attorney client privilege or work product doctrine, such production shall not itself constitute a waiver of any applicable privilege. Instead, upon written request, the receiving Party shall return to the producing Party any inadvertently produced document with respect to which the producing Party asserts a claim of privilege. The Party will then provide a privilege log for any documents withheld pursuant to a claim of privilege.

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1           8.     This Agreement shall serve as a stipulation and agreement between the  
2 Parties, and shall be effective immediately as to each respective Party upon signature  
3 by counsel for such Party.

4           IT IS SO STIPULATED.

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6 Dated: September 13, 2016

BIENERTM MILLER & KATZMAN, PLC  
Michael Williams  
Nancy Sandoval

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9 By: //s/ Nancy Sandoval

10 Nancy Sandoval  
11 Attorneys for Plaintiff  
KAREN KNIGHTON

12  
13 Dated: September 14, 2016

MESERVE, MUMPER & HUGHES LLP  
Linda M. Lawson  
Jason A. James

14  
15  
16 By: //s/ Jason A. James

17 Jason A. James  
18 Attorneys for Defendant  
THE PRUDENTIAL INSURANCE  
19 COMPANY OF AMERICA

20 BASED UPON THE STIPULATION OF THE PARTIES, IT IS SO ORDERED.

21  
22 Dated: Sept. 15, 2016

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24 Jay C. Gandhi  
25 United States Magistrate Judge  
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